UNITED STATES BANKRUPTCY COURT

Eastern District of Washington

In re Debra Beach/Ronald Bryngelson

Debior

| Case No. | 13-03173 |
|-----------|----------|
| Chapter 7 | , |

is

REAFFIRMATION AGREEMENT COVER SHEET

This form must be completed in its entirety and filed, with the reaffirmation agreement attached, within the time set under Rule 4008. It may be filed by any party to the reaffirmation agreement

| tillic se | t anger Raio 4008. It may be | e med by any part | y io iii | e teatimmation agreement. | |
|-----------|--|----------------------------------|---------------------|--|---------------------------|
| 1. | Creditor's Name: FreedomRe | oad Financial | | | |
| 2. | Amount of the debt subject ts 9,365.91 on the date of | | | cement: .91 to be paid under reaffirm: | ation agreement |
| 3. | Annual percentage rate of in 10.99 % under reaffirmation | nterest: 10.99 yon agreement (🗸 | ∕₀ prior _ Fixed | to bankruptcy I Rate Adjustable Rate) | |
| 4. | Repayment terms (if fixed ra | ate): \$_416.59 pc | er mon | th for months | |
| 5. | Collateral, if any, securing the Description: 2008 Harley Da | | | | |
| | Does the creditor assert that attach a declaration setting (chargeable.) | | | eable? Yes No No ebt and basis for the contention | n that the debt is |
| Debt | or's Schedule I and J Entri | es | | or's Income and Expenses ated on Reaffirmation Agre | ement |
| 7A. | Total monthly income from Schedule I, line 16 | \$3442.61 | 7B. | Monthly income from all sources after payrol! deducti | \$ <u>3442.61</u> ions |
| 8A. | Total monthly expenses from Schedule J. line 18 | <u>इम्डरन् ५७</u> | 8B. | Monthly expenses | \$ <u>3016.0</u> 2 |
| 9A. | Total monthly payments on reaffirmed debts not listed of Schedule J | | 9B. | Total monthly payments on reaffirmed debts not include monthly expenses | |
| | | | 10B. | Net monthly income (Subtract sum of lines 8B ar line 7B. If total is less than number in brackets.) | |

| 827 (Official Form27) (12/09) | Page 2 |
|---|------------------------------------|
| 11. Explain with specificity any difference between the income amounts (7A and 7 This is our income and expenses as of the date of the filing of the petition. | /B): |
| 12. Explain with specificity any difference between the expense amounts (8A and This is our income and adjusted expenses so we can afford to make the payments of amounts reaffirmed herein. | 8B): n the |
| If line 11 or12 is completed, the undersigned debtor, and joint debtor if applica any explanation contained on this lines is true and correct. | ble, certifies that |
| Signature of Debtor (only required if line 11 or 12 is completed) Signature of Joint Debtor (if apprequired if line 11 or 12 is completed) | |
| Other Information | |
| Check this box if the total on line 10B is less than zero. If that number is less the presumption of undue hardship arises (unless the creditor is a credit union) and you me specificity the sources of funds available to the Debtor to make the monthly payments reaffirmed debt: Was debtor represented by counsel during the course of negotiating this reaffirmation x Yes No | ust explain with s on the |
| If debtor was represented by counsel during the course of negotiating this reaffirmatic counsel executed a certification (affidavit or declaration) in support of the reaffirmatic | on agreement, has on agreement? |
| FILER'S CERTIFICATION | |
| I hereby certify that the attached agreement is a true and correct copy of the reagreement between the parties identified on this Reaffirmation Agreement Cover Sheel Signature Nichlas P. Spallas Print/Type Name & Signer's Relationship of the reagreement between the parties identified on this Reaffirmation Agreement Cover Sheel Signature Nichlas P. Spallas | et. |

| Check one. |
|---|
| Presumption of Undue Hardship |
| No Presumption of Undue Hardship |
| See Debtor's Statement in Support of Reaffirmation, |
| Part II below, to determine which box to check |
| |

UNITED STATES BANKRUPTCY COURT

Eastern District of Washington

| Debra Beach & Ronald Bryngelson | Case No. <u>13-03173</u> |
|--|---|
| n re Debtor | Chapter 7 |
| REAFFIRMATION | DOCUMENTS |
| Name of Creditor: FreedomRoad Fin | ancial |
| Check this box if Creditor is a Credit Uni | on |
| PART I. REAFFIRMATION AGREEMENT | |
| Reaffirming a debt is a scrious financial decision. Befor Agreement, you must review the important disclosures, this form. | e entering into this Reaffirmation instructions, and definitions found in Part V of |
| A. Brief description of the original agreement being reaffi | rmed: Promissory Note & Security Agreement For example, auto loan |
| B. AMOUNT REAFFIRMED: \$ | 9.365.91 |
| The Amount Reaffirmed is the entire amount that y unpaid principal, interest, and fees and costs (if any which is the date of the Disclosure Statement portion | y) arising on or before |
| See the definition of "Amount Reaffirmed" in Part | V, Section C below. |
| C. The ANNUAL PERCENTAGE RATE applicable to the | e Amount Reaffirmed is |
| See definition of "Annual Percentage Rate" in Par | t V, Section C below. |
| This is a tcheck one) Fixed rate | Variable rate |
| If the loan has a variable rate, the future interest rate may i disclosed here. | nerease or decrease from the Annual Percentage Rate |

B240A, Reaffirmation Documents Page 2 D. Reaffirmation Agreement Repayment Terms (check and complete one): \$_____ per month for _____ months starting on _____ Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount. \$416.59/mo. until paid in full. Except as modified below, the terms of the attached Promissory Note and Security Agreement are hereby incorporated by reference. This reaffirmation agreement is void if the underlying security agreement is determined to be unenforceable or invalid by the Bankruptcy or other Court of competent jurisdiction E. Describe the collateral, if any, securing the debt: 2008 Harley Cavidson.....3924 Description: Current Market Value F. Did the debt that is being reaffirmed arise from the purchase of the collateral described above? Yes. What was the purchase price for the collateral? No. What was the amount of the original loan? G. Specify the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement: Terms as of the Terms After Date of Bankruptcy Reaffirmation Balance due (including fees and costs) Annual Percentage Rate Monthly Payment Check this box if the creditor is agreeing to provide you with additional future credit in connection with Н. this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit; DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT PART II. A. Were you represented by an attorney during the course of negotiating this agreement? Check one. Yes

B. Is the creditor a credit union?

Yes

Check one.

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| C. If y | our ans | wer to EITHER question A. or B. above is "No," complete 1, and 2 | 2. below. |
|---------|-------------------|--|---|
| 1. | Your p | present monthly income and expenses are: | |
| | | nthly income from all sources after payroll deductions nome pay plus any other income) | \$ 3442.61 |
| | b. Mor this on | nthly expenses (including all reaffirmed debts except ie) | \$3026.02 |
| | c. Am | ount available to pay this reaffirmed debt (subtract b. from a.) | \$ 416.59 |
| | d. Am | ount of monthly payment required for this reaffirmed debt | S 416.59 |
| | pay the | nonthly payment on this reaffirmed debt (line d.) is greater than th is reaffirmed debt (line c.), you must check the box at the top of pa he Hardship." Otherwise, you must check the box at the top of pa inption of Undue Hardship." | ge one that says "Presumption |
| 2. | | elieve that this reaffirmation agreement will not impose an undue hents because: | nardship on you or your |
| | Check | one of the two statements below. if applicable: | |
| 1 | Z | You can afford to make the payments on the reaffirmed debt because greater than your monthly expenses even after you include in you payments on all debts you are reaffirming, including this one. | nuse your monthly income is ar expenses the monthly |
| 1 | | You can afford to make the payments on the reaffirmed debt ever is less than your monthly expenses after you include in your expeall debts you are reaffirming, including this one, because: | n though your monthly income enses the monthly payments on |
| D. 16° | | n additional page if needed for a full explanation. swers to BOTH questions A. and B. above were "Yes." check the f | `ollowing |
| stater | nent. if | applicable: | |
| | | You believe this Reaffirmation Agreement is in your financial in make the payments on the reaffirmed debt. | iterest and you can afford to |
| Also. | check t | he box at the top of page one that says "No Presumption of Undue | Hardship." |

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| B240A, RealTitution Document | B240A, | Reaffin | RECISION | Document |
|------------------------------|--------|---------|-----------------|----------|
|------------------------------|--------|---------|-----------------|----------|

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PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

I hereby certify that:

- (1) I agree to reaffirm the debt described above.
- (2) Before signing this Reaffirmation Agreement, I read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below:
- (3) The Debtor's Statement in Support of Reassirmation Agreement (Part II above) is true and complete;
- (4) I am entering into this agreement voluntarily and am fully informed of my rights and responsibilities: and
- (5) I have received a copy of this completed and signed Reaffirmation Documents form.

| SIGNATURE(S) (If this | is a joint Reaffirmation Agreement, both debtors must sign.): |
|-----------------------|---|
| Date 9/2/13 | Signature |
| Date 09 2 3 | Signature Debro Beach |
| ** | Joint Dehtor, if any |

Reaffirmation Agreement Terms Accepted by Creditor:

| Creditor FreedomRoad Financial, c/o CRG, | 1790 E. River Rd., Ste. 101, Tucson, AZ 85718 | | | |
|--|---|--|--|--|
| Print Name | Address | | | |
| Nichias P. Spallas | 9,2013 | | | |
| Print Name of Representative | Signature Date | | | |

PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor: (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor: and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

| m2- m |
|---|
| A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment. |

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

| Date 9.9.13 | Signature of Debtor's Attorney | 14// | |
|-------------|---------------------------------|----------------------|------|
| | Print Name of Debtor's Attorney | Southwell + O'Rouske | P.S. |

Reset

Save As..

Print

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PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)

Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, which are detailed in the Instructions provided in Part V. Section B below, are not completed, the Reaffirmation Agreement is not effective, even though you have signed it.

A. DISCLOSURE STATEMENT

- 1. What are your obligations if you reaffirm a debt? A reaffirmed debt remains your personal legal obligation to pay. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the Reaffirmation Agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
- 2. Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
- 3. What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
- 4. How soon do you need to enter into and file a reaffirmation agreement? If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this form that require a signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.
- 5. Can you cancel the agreement? You may rescind (cancel) your Reaffirmation Agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your Reaffirmation Agreement is filed with the court, whichever occurs later. To rescind (cancel) your Reaffirmation Agreement, you must notify the creditor that your Reaffirmation Agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

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- 6. When will this Reaffirmation Agreement be effective?
 - a. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement and
 - i. if the creditor is not a Credit Union, your Reaffirmation Agreement becomes effective when it is filed with the court unless the reaffirmation is presumed to be an undue hardship. If the Reaffirmation Agreement is presumed to be an undue hardship, the court must review it and may set a hearing to determine whether you have rebutted the presumption of undue hardship.
 - ii. if the creditor is a Credit Union, your Reaffirmation Agreement becomes effective when it is filed with the court.
 - b. If you were not represented by an attorney during the negotiation of your Reaffirmation Agreement, the Reaffirmation Agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5, below. The court will notify you and the creditor of the hearing on your Reaffirmation Agreement. You must attend this hearing, at which time the judge will review your Reaffirmation Agreement. If the judge decides that the Reaffirmation Agreement is in your best interest, the agreement will be approved and will become effective. However, if your Reaffirmation Agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your Reaffirmation Agreement.
- 7. What if you have questions about what a creditor can do? If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the Reaffirmation Agreement. When this disclosure refers to what a creditor "may" do, it is not giving any creditor permission to do anything. The word "may" is used to tell you what might occur if the law permits the creditor to take the action.

B. INSTRUCTIONS

- 1. Review these Disclosures and carefully consider your decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.
- Complete the Debtor's Statement in Support of Realfirmation Agreement (Part II above). Be sure that
 you can afford to make the payments that you are agreeing to make and that you have received a copy of
 the Disclosure Statement and a completed and signed Realfirmation Agreement.
- 3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor's Attorney (Part IV above).
- 4. You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 27).
- 5. If you are not represented by an attorney, you must also complete and file with the court a separate document entitled "Motion for Court Approval of Reaffirmation Agreement" unless your Reaffirmation Agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form B240B to do this.

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C. DEFINITIONS

1. "Amount Reaffirmed" means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs that you are agreeing to pay that arose on or before the date of disclosure, which is the date specified in the Reaffirmation Agreement (Part I, Section B above). Your credit agreement may obligate you to pay additional amounts that arise after the date of this disclosure. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this disclosure.

- 2. "Annual Percentage Rate" means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the "stated interest rate") tells you the full cost of your credit including many of the creditor's fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit eard.
- 3. "Credit Union" means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like "Credit Union" or initials like "C.U." or "F.C.U." in its name.

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

No.

 χ

Date 3/27/2008

Selfce Harley Pariser 6915 E TRUNT AVE SPOKANE, WA 99212

> "We" and "us" mean the Seller above, its successors and assigns.

seach, Dasah .. BRYNGELBON, ROWALD BRINGLI 3000 E INCIANA VA 88010

"You" and "your" mean each Buyer above, and guarantor, jointly and individually.

| Motor Vehicle (Vehicle) ar | rchase from us, on a time nd services described below | r. The Vehicle is sold in | n its present | condition, together with the | usual accessor | ies and attachments. |
|---|---|--|---|--|---|--|
| Description of Year | 7009 25 | VIN LHE 183416 | 619013 | C Other | : | |
| Motor Vehicle Make | <u>'</u> | Lic. No./Year | | | | |
| Purchased Mode | 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - | ○☐ New ☐ Used | | | - | <u></u> . |
| Description of Trade-In | | | | | | ···· |
| accessions, attachment You also assign to us at this Contract. PROMISE TO PAY A charges accruing on the balance at balance at the TRUTH IN LENDING ADDITIONAL FIN. paid in cash. | e your payment and perfes, accessories, and equipment give us a security inter AND PAYMENT TERMS e unpaid balance at the raday basis. After maturity where year. You agree a DISCLOSURES. You also also to the Cash Price. | sment placed in or dest in proceeds and placed in proceeds and placed in paying the of a state of a | on the Vehice premium recay us the page of the per year of the according the ditional arctional, none with each personners. | cle, together called Properfunds of any insurance are rincipal amount of \$ rom today's date until material mand payment, we will ear the payment schedule are refundable finance charge ayment. | turity. Finance charm finance charm finance charms and conditions of \$ | peds of the Property. racts purchased with, plus finance charges accrue on a harges on the unpaid e provisions shown in ions of this Contract that will be |
| | CE CHARGE: You agre | | n finance c | harge of \$ | if you pay | this Contract in full |
| | that much in finance char | • | | المتعادية المعاد والمادية | | المراجع |
| | ou also agree to pay, or app | | | | | |
| in the ITEMIZATION Of your Payment Schedule | F AMOUNT FINANCED. | TRUTH IN LENDI | | | разн иоwп ра <u>ј</u> | yment as renected in |
| ANNUAL PERCENTAGE RA The cost of your credit a yearly rate. | t as The dollar amoun | | t of credit you or on | TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments. | The total cost credit, including | SALE PRICE of your purchase on your down payment of |
| 10.99% | % \$ \$12765.64 | s ₹24227. | .32 | s #84993.88 | (1) | 998.56 |
| Payment Schedule | : Your payment schedule | will be | | 17 | | |
| Number of Payments | Amount of Payments | | | When Payments Are Do | ie | |
| 본호 | \$416.59 | Flonthly beg | inning | 4/12/2009 | | |
| Late Charge: If all of unpaid amount of the perpayment: If you perpayment if you perpayment if you contract Provision. | ring a security interest in to any portion of a payment payment due. The pay off this Contract early, but pay off this Contract early. The pay off this Contract early can see the terms scheduled date, and prepared. | t is not paid within 1 you may within 1 rly, you will not be ers of this Contract fo | 0 days of it ill not have ntitled to a r r any addit | e to pay a Minimum Finan | ce Charge. onal Finance (| Charge. |
| health), and any other required to obtain credit and agree to pay the ad we will obtain it for you | E: Credit life, credit disa insurance coverage quo and we will not provide the ditional premium. If you we (if you qualify for coverages you have chosen to premium to premium). | nted below, are not nem unless you sign ant such insurance, ge). We are quoting | Service (| ITEMIZATION OF A rice (incl. sales tax of \$ | (6.67 W_DAVID * | ANCED \$23 211.87 \$ |
| Credit Life: Insured | N/A | | Manufac | turer's Rebate \$= | Cash Price | Ψ <u>.ε.Σ</u> |
| ☐ Single ☐ Joint Pr | rem. \$Te | rm | | wn Payment \$ 1.00 | | |
| Purpose | | | | | 2.60 | |
| Credit Disability: Insure | ed <u>N/A</u> | | a. | Total Cash/Rebate Down | | <u> </u> |
| ☐ Single ☐ Joint Pr | | rm <u>?</u> | | TIT ANOTHER U. | 10.00 3 55 | |
| Purpose | | | | / unous it offing | 2.00 | |
| | | | | O: | | |
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| | | | e. | Net Cash/Trade-In (a. plu ayment (e.; disclose as \$6 | 8 (1.) 10-1 | <u>- 199</u> • \$1.075 00 |
| Your signature below | v means you want (on | ly) the insurance | DUWII P | yment (e.; disclose as 50 Unpaid Balance o | | \$ \$24,256.87 |
| coverage(s) quoted abo any coverages we offere | ove. If none are quoted, | you have declined | Insurance Type(: | e Premiums* s) of Insurance: | . Juon Filod | \$ |

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| Paid to Dept. of Licensing* | \$ | | | | | | | | |
| Amount to Finance line e. (if e. is negative) | \$ | | | | | | | | |
| Additional Finance Charge(s) Paid to Seller | \$ | | | | | | | | |
| T6AP | \$ | | | | | | | | |
| To: | \$ = \$0.00 \$ = \$71.25 | | | | | | | | |
| Total Other Charges | | | | | | | | | |
| Principal Balance | | | | | | | | | |
| (Unpaid Balance of Cash Price Plus Total Other Ch | | | | | | | | | |
| Less: Prepaid Finance Charges | | | | | | | | | |
| Amount Financed | \$ \$24227.92 | | | | | | | | |
| Finance Charge Dollar Amount | \$ \$10768.88 \$ \$34893.88 | | | | | | | | |
| Time Balance - Princ. Bal Plus Fin. Charge | | | | | | | | | |
| Amount Owed - payable in installments of | (\$ <u> </u> | | | | | | | | |
| each on 12 day of each month *We may retain or receive a portion of this amou | until paid in tull | | | | | | | | |
| The Annual Percentage Rate may | | | | | | | | | |
| with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge. | | | | | | | | | |
| NOTICE TO BUYER (a) Do not sign this Contract before you read intended for the agreed terms, except information, are blank. (b) You are entitle Contract at the time you sign it. (c) You may at full unpaid balance due under this Contract, may receive a partial rebate of the Service Chacharge does not exceed% per annum | as to unavailable d to a copy of this any time pay off the and in so doing you irge. (d) The service | | | | | | | | |
| BY SIGNING BELOW BUYER AGREES TO PAGES 1 AND 2 OF THIS CONTRACT AND RECEIPT OF A COPY OF THIS CO | ACKNOWLEDGES | | | | | | | | |
| Buyer Debray Broch | 2.27 2108 | | | | | | | | |
| Signature | Date | | | | | | | | |
| Signature MY 11 A 00 | | | | | | | | | |
| | Date | | | | | | | | |

VEHICLE CERTIFICATE OF OWNERSHIP (TITLE)

CERTIFICATE NUMBER

0806628626

| LICENS NUMBE 981572 | R NU | IICLE (DEN MBER (VIN) 1FF4108Y6 | | 도도A원 2008 | MAKE H D | MODEL FHC | STYLE RS | SERIES BODY FLHTC | |
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